

Prepared by: Mike Brown  
After recording, return to:  
Trustmark Mortgage  
Attn: Mike Brown/Loan Adm.  
201 Country Place Parkway  
Pearl, MS 39208  
601-208-7749

Loan No. 4028153  
FHA Case# 281-3432433-703

**LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 25th day of August, 2011 between Green E. Bowen and Latrina N. Bowen ("Borrower") and Trustmark National Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 27, 2008 and recorded in Deed of Trust Book 2922 at Page(s) 594 of the Land Records in the Office of the Chancery Clerk of Desoto County, Mississippi and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 3335 College Rd., Southaven, MS 38672.

Indexing Instructions:

**NW ¼ OF S 15, T2S, R7W, Desoto County, MS**  
**(See Exhibit "A" and "B")**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of October 1, 2011, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$251,480.48, consisting of the amount (s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.125% from October 1, 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,218.80, beginning on November 1, 2011 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 2041 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 201 Country Place Parkway, Pearl, MS 39208 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Green E. Bowen  
Green E. Bowen, Borrower

Latrina N. Bowen  
Latrina N. Bowen, Borrower

**TRUSTMARK NATIONAL BANK**

By: Karnesto Ward  
Karnesto Ward  
Assistant Vice President

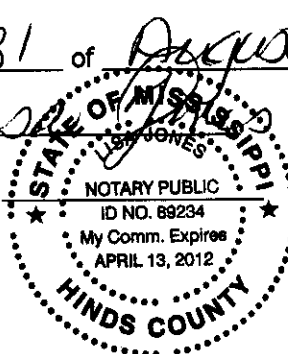
STATE OF: MISSISSIPPI  
COUNTY OF: RANKIN

Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction, Karnesto Ward, who acknowledges that he is the Assistant Vice President, of Trustmark National Bank, a National Banking Association, and that he signed and delivered the above foregoing instrument, as the act and deed of said Banking Association, said being duly authorized so to do.

Given under my hand and official seal of office, this 31 of August, 2011.

NOTARY PUBLIC [Signature]

My Commission Expires:



STATE OF: MISSISSIPPI  
COUNTY OF: DeSoto

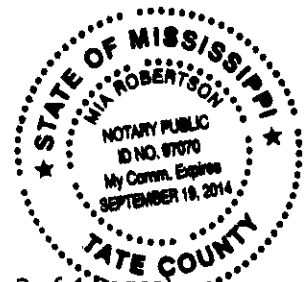
Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction aforesaid, the within name(s) Green E. Bowen and Latrina N. Bowen, who acknowledges that he/she signed, executed and delivered the above foregoing instrument of writing on the date first above written as his/her voluntary act and deed.

Given under my hand and official seal of office, this 26th of August, 2011.

NOTARY PUBLIC [Signature]

My Commission Expires:

Sept 19, 2014



## EXHIBIT "A and B"

Lot 1 of the John E. King Minor Lot Subdivision, as approved by the Mayor and Board of Aldermen of the City of Southaven on or about April 15, 2003, more particularly described on Exhibit "A", together with a 50' non-exclusive Ingress and Egress easement more particularly described on Exhibit "B".

### Exhibit "A"

1.57 acres being part of the Northwest Quarter of Section 15, Township 2 South, Range 7 West, DeSoto County, Mississippi and described as follows:

Commencing at the Northwest Corner of Section 15, Township 2 South, Range 7 West, said point being at the intersection of College and Getwell Roads. Thence S 89°06'07"E-1350.07' along the North line of Section 15 to a point on the South side of College Road. Thence S 00°06'58"E-289.67' along the West line of the Brooks 1.5 acre lot and the West line of the Matthew's 10 acre lot to a 3/8 rebar at the Southwest corner of the Brooks lot. Said point being at the Northwest corner of said 1.57 acres and the point of beginning. Thence 89°53'33"E-476.0' along the South line of the Brooks and McMahon lots to a steel post at the Southeast corner of the McMahon lot and on the West line of the Short 3.1 acre lot. Thence S 00°06'58"E-143.75' along the West line of the short lot to a 3/8 rebar. Thence N 89°53'33"W-476.0' to a 3/8 rebar on the East line of the Matthew's 10 acre lot. Thence N 00°06'58"W-143.75' along the East line of the Matthew's lot to the point of beginning. Parcel being the North 1.57 acres of that 3.15 acres as recorded in Deed Book 236 Page 323 of the office of Chancery Clerk, Desoto County, Mississippi.

Also there is a 30' wide North/South perpetual Ingress/Egress easement on the West side of the Short 3.1 acre lot as recorded in Deed Book 236 Page 323 for access to College Road; And

### Exhibit "B"

Commencing at the Northwest Corner of the Northwest Quarter of Section 15, Township 2 South, Range 7 West, DeSoto County Mississippi being the intersection of centerlines of College Road and Getwell Road; thence S 89°06'07" E a distance of 2010.14 feet; thence S 0°01'58" E along the East line of the Short property a distance of 737.30 feet to the Northeast Corner of the Newsom Tract being the point of beginning of a 50' wide Ingress/Egress Easement; thence N 89°06'07" W along the North line of the Newsom tract and the North line of said Easement a distance of 184.00 feet to the Southwest corner of the Short property; thence N 0°06'07" W along the West line of said Short property and the East line of said Easement a distance of 166.70 feet to the Southeast corner of Lot 2 of the John E. King Subdivision, thence N 0°06'07" W along the West line of said Short tract and East line of said Easement a distance of 143.75 feet to the Southeast corner of Lot 1 of said subdivision and Northeast corner of said 50' wide Ingress/Egress Easement. Parcel #: 2075-1500.0-00004.00